

**OFFEROR'S COPY**

SOLICITATION NO: DTFAWN-12-R-00036

ISSUE DATE: February 01, 2012

PROPOSAL DUE DATE: March 01, 2010

FOR:

RDM ATCT Security Gate and Installation

LOCATION:

Mt. Humbolt, AZ

SUBMIT OFFERS TO:

SEE SECTION L

CONTRACTING OFFICER: Michelle Gunia

**VOLUME I****DEPARTMENT OF  
TRANSPORTATION****NORTHWEST MOUNTAIN REGION****TABLE OF CONTENTS**

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This acquisition is:

☒ Competitive ProposalsOFFERS FROM SPECIFIED BUSINESSES TYPES  
WILL BE ACCEPTED AND CONSIDERED USING  
THE TIERED EVALUATION METHOD.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.  DTFAWN-12-R-00036	2. TYPE OF SOLICITATION  <input checked="" type="checkbox"/> NEGOTIATED (RFO)	3. DATE ISSUED  February 1, 2012	PAGE OF PAGES  1 of 2
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. NM-12-00864	6. PROJECT NO.		
7. ISSUED BY  DOT/Federal Aviation Administration Acquisition Management Branch, ANM-52 1601 Lind Ave SW Renton, WA 98057-3356		8. ADDRESS OFFER TO  Same as block 7		
9. FOR INFORMATION CALL: <input type="checkbox"/>	A. NAME  MICHELLE GUNIA	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)  (425) 227-2605		

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying no., date):

Furnish all labor, material, equipment, transportation and supervision necessary to perform the work for the **SECURITY GATE AND INSTALLATION, REDMOND ATCT**, as indicated in the specifications and in accordance with all contract clauses, wage rates, specifications and drawings.

11. The Contractor shall begin performance within 5 calendar days and complete it within 60 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See **SECTION F**).

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

Fourteen (14)

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by **4:00 P.M.** (hour) local time

**March 01, 2012**: Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

SEE SCHEDULE, PART I – SECTION B, Prices/Costs.

18. The offeror agrees to furnish any required performance and payment bonds.

AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE			20C. OFFER DATE	

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input type="checkbox"/>	PAGE 13 CONTRACT ADMINISTRATION	25.
26. ADMINISTERED BY		27. PAYMENT WILL BE MADE BY FAA MMAC AMZ-110 PO BOX 25082 Oklahoma City, OK 73125

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
		Michelle Gunia, AAQ-530	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

**PART I - SECTION B****SUPPLIES/SERVICES & PRICE/COST**

**B001. Prices/Costs:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for the Security Gate and Installation Redmond, OR ATCT in accordance with the specifications, drawings, contract clauses and wage rates.

<b>B001. Contract Line Item</b>	<b>Description</b>	<b>Total Price</b>
001	Utility Trenching	\$
002	Fences and Gates	\$
003	Security Components	\$
004	Electrical	\$
<b>TOTAL</b>		\$

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees, permits, licenses and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract Line Item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulation (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act are three of these laws.*

**B002. Performance Time:** See Part I – Section F, clause 3.2.2.3-71 Starting, Performing, and Completing Work.

**B003. Insurance Requirements:** Worker's compensation and employer's liability.

1. Employer's liability coverage of at least \$100,000.00 shall be required.
2. General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
3. Automobile liability coverage if at least \$200,000.00 per person and \$500,000.00 per occurrence for property damage.

**B004. Solicitation Questions:** All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must make the request by e-mail to Michelle Gunia at [michelle.gunia@faa.gov](mailto:michelle.gunia@faa.gov). Alternately, you may fax your written questions to (425)227-1055. Telephone questions will not be accepted. The requestor shall provide a company name, point-of-contact name, address and telephone number, as well as a return e-mail address or fax number. The



Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

QUESTIONS ARE DUE by: February 15<sup>th</sup>, 2012 at 4:00PM Pacific Standard Time.

B005. Site Visit: There is no mandatory site visit.

- a) The meeting point for a requested site visit is:

Redmond ATCT  
716 SW Evergreen  
Redmond, OR 97756

Please note: You must register with POC for access to the site.

- b) The FAA facility escort has been instructed not to answer any question about the project during a site visit, please limit questions to access and visit specific questions. ALL questions from the site must be submitted in writing according to the RFO's instructions in Section B, Clause B004 Solicitation Questions (above).
- c) To attend a site visit, advance notice by telephone or e-mail is required by February 9<sup>th</sup>, 2012 at 4:00 PM PST.

Primary POC: Ed Trudgeon 425-227-2452  
Secondary POC: Carl Steiger 425-227-1079

**B006. Tiered Evaluation:** A tiered evaluation of offers will be used in source selection for this contract, and offers from other-than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received (see Part IV, Section M for details).

**B007. Small Business:** Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) codes for this project are 238290, 332312, 332323, 333120, and 333922. See Contract clauses 3.6.1-1, 3.6.1-8 and 3.6.1-12 in Part II, Section I.

**ESTIMATED PRICE RANGE FOR THIS PROJECT: \$60,000-80,000.**

**DAVIS-BACON ACT WAGE RATES APPLY – SEE SECTION “J”.**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**SUBMIT OFFERS TO: SEE PART IV, SECTION L.**

**PROPOSALS ARE DUE NO LATER THAN 4:00 PM PST on March 01, 2012. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS.**

**PART I - SECTION C**  
**SCOPE OF WORK**

**C001. Technical Specification:** You must download a copy of the technical specifications and drawings from the FAA Contract Opportunities website: <http://faaco.faa.gov>. Select "Current Announcements" from left-side menu, then enter the RFO number in the "By Keyword" search field (DTFAWN-12-R-00036), and select the resulting hyperlink. At the next web page, download the wage rate, technical specification and drawings files by selecting the appropriate attachment hyperlinks.

Davis Bacon Wage Rate	DeschutesORDavis Bacon.pdf
Statement of Work	RDM ATCT Gate Specifications.pdf
Drawings	rdm-807196-c001.pdf, rdm-807196-c002.pdf, rdm-807196-c003.pdf, rdm-807196-e001.pdf, rdm-807196-e002.pdf, rdm-807196-e003.pdf, rdm-807196-g001.pdf, rdm-807196-s001.pdf

**PART I - SECTION D**  
**PACKAGING AND MARKING**

This section not used.

## PART I - SECTION E INSPECTION AND ACCEPTANCE

### 3.1-1      **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.10.4-1      Contractor Inspection Requirements (April 1996)**

**3.10.4-10     Inspection of Construction (September 2009)**

**3.10.4-14     Assignment of a Quality Reliability Officer (QRO) (April 1996)**

### **3.10.4-13     Higher-Level Contract Quality Requirement (April 2009)**

(a) The Contractor shall comply with the standard titled \_\_\_\_\_ [Contracting Officer insert the title and number of the standard], which is hereby incorporated into this contract.

(b) The Contractor shall establish and maintain a Quality System in accordance with the above referenced standard(s) and the contractor's Quality System Plan (QSP). This QSP is hereby incorporated into this contract when approved by the Contracting Officer. If the QSP is submitted as part of a response to a Screening Information Request (SIR) submission and approved before award, then the QSP is hereby incorporated into this contract at time of award. The QSP shall describe the Contractor's provisions for quality assurance, inspection and test of all supplies to be provided under this contract, in accordance with the terms of this contract, including but not limited to the contract specifications and the above referenced standard. (Note; Formal third-party ISO9001 registration is not required. Formal third-party ISO9001 registration does not relieve the contractor from the requirements of submitting a QSP.)

(c) In the event of conflict between the Quality System Plan (QSP) and the above referenced standard(s), the applicable standards shall control.

(d) Calibration systems and measuring and test equipment shall be controlled in accordance with a nationally recognized standard, such as ISO 10012.

(e) Government Furnished Property shall be controlled to assure acceptability upon receipt, preclude degradation, damage or misuse during storage, use or test, and assure proper final disposition in accordance with the contract.

(f) Site installation activities, maintenance, and support services shall be controlled in accordance with contract requirements.

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(End of clause)

**3.10.1-11 Government Delay of Work (April 1996)**

**3.2.2.3-71 Starting, Performing, and Completing Work (July 2004)**

The Contractor (you) must

- (a) begin work under this contract not-later-than 5 calendar day after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 30 calendar days after receipt of notice to proceed. The time allowed for completion must include final cleanup of the premises.

(End of clause)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1      Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.10.1-23      Contracting Officer's Representative-Construction Contracts (July 2008)**

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within \_\_\_\_ calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

- (1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.
- (2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.
- (b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:
  - (1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;
  - (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;
  - (3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and
  - (4) final acceptance under the contract.

**G001. Correspondence:** Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Technical Representative (COTR), including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer.

DOT, FEDERAL AVIATION ADMINISTRATION  
 ACQUISITION MANAGEMENT BRANCH – ANM-52  
 ATTN: MICHELLE GUNIA  
 1601 LIND AVE S.W.  
 RENTON, WA. 98057

**G002. Invoice Submission:** The Contractor shall submit certified request for payment(s) to the COTR for verification who will forward to the Contracting Officer.

**G003. Subcontract Acknowledgment:** Within ten (10) days after contract award of any tier subcontract for performance or work at the construction site, the contractor shall deliver to the Contracting Officer an executed SF 1413, **Statement and Acknowledgment** form by which the contractor and the subcontractor acknowledges that the labor standards clauses of this contract have been included in the subcontract and in any lower tier subcontract awarded by her for work under this contract (also reference contract clause **3.6.2-22 Subcontracts (Labor Standards)**). The Contracting Officer shall furnish copies of the form to the contractor. Nothing contained in this contract shall create any contractual relation between a subcontractor and the Government.

## PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

### 3.1-1 **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

#### 3.1.9-1 **Electronic Commerce and Signature** (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are [CO should list acceptable means of electronic commerce to include electronic mail, electronic bulletin boards, etc.].

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are official correspondence, contract modifications, and all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

#### 3.13-15 **Confidentiality of Data and Information** (October 2011)

(a) The contractor and any of its subcontractors, in performance of this contract, may need access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict its right to use and disclose data and information or which may be of a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made data and information available to the public; and (2) use for any purpose other than the performance of this contract any data which bears a restrictive marking or legend. For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or



opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form. Data processed in such a way that it can increase the knowledge of the person who receives it. Information is the output, or finished goods, of information systems.

(b) In the event the work required to be performed under this contract requires access to proprietary data and information of other companies, the contractor must obtain agreement from such other companies for such use unless such data are provided or made available to the contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use of disclosure and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) The contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined if the necessity to refrain from divulging either the proprietary data of other companies or data that are obtained from the Government to anyone except as authorized. The contractor must obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the contractor or anytime thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract.

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

(e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers the application of the prohibition of this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed.

(g) These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

**H001. Clean Up:** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**H002. FAA Facility Regulations:** Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

**H003. Applicable Minimum Hourly Rates Of Wages:**

(a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where this work is to be performed.

(b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.

(c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

NOTE: The Davis-Bacon Act is applicable (see contract clauses). Reference the attached general wage decision no. AZ100001 03/12/2010 AZ1, for the prevailing wages for MARICOPA County, AZ. This wage decision is hereby incorporated into this request for offer (RFO) and will be a part of any resultant contract.

**H004. Warranty Coverage:** The warranty provisions of FAA AMS clause 3.10.1-20

**Warranty-Construction** are hereby incorporated into the subject contract as representing the minimum period of coverage and terms under the contract. This minimum coverage period does NOT represent the extended warranty period applicable and required for certain items and deliverables as covered in the specifications. For example, the contractual warranty period for roofing is 20 years. In the event of any discrepancy between warranty coverage as set forth in the specifications and the warranty provisions of the above referenced clause, under no circumstances shall the warranty period be interpreted to be less than one (1) year, nor the rights and remedies available to the government be any less than as provided by FAA AMS clause 3.10.1-20.

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.1.7-2 **Organizational Conflicts of Interest** (August 1997)
- 3.2.2.3-8 **Audit and Records** (July 2010)
- 3.2.2.3-25 **Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data** (October 2011)
- 3.2.2.3-27 **Subcontractor Cost or Pricing Data** (July 2004)
- 3.2.2.3-29 **Integrity of Unit Prices** (July 2004)
- 3.2.2.3-30 **Termination of Defined Benefit Pension Plans** (July 2004)
- 3.2.2.3-32 **Waiving Facilities Capital Cost of Money** (July 2004)
- 3.2.2.3-33 **Order of Precedence** (March 2009)
- 3.2.2.3-36 **Reversing or Adjusting of Plans for Postretirement Benefits Other Than Pensions (PRB)** (July 2004)
- 3.2.2.3-40 **Precontract Costs** (July 2004)
- 3.2.2.3-42 **Differing Site Conditions** (July 2004)
- 3.2.2.3-43 **Site Investigation and Conditions Affecting the Work** (July 2004)
- 3.2.2.3-45 **Material and Workmanship** (July 2004)
- 3.2.2.3-46 **Supervising the Contract Work** (July 2004)
- 3.2.2.3-47 **Permits and Responsibilities** (July 2004)
- 3.2.2.3-48 **Other Contracts** (March 2009)
- 3.2.2.3-49 **Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements** (July 2004)
- 3.2.2.3-50 **Property Protection** (March 2009)
- 3.2.2.3-51 **Operations and Storage Areas** (July 2004)
- 3.2.2.3-52 **Use and Possession Before the Project is Complete** (July 2004)
- 3.2.2.3-53 **Cleaning Up and Roadway Maintenance** (July 2004)
- 3.2.2.3-54 **Preventing Accidents** (July 2004)
- 3.2.2.3-55 **Availability and Use of Utility Services** (July 2004)
- 3.2.2.3-56 **Schedules for Construction Contracts** (July 2004)
- 3.2.2.3-57 **Quantity Surveys** (July 2004)
- 3.2.2.3-58 **Layout of Work** (March 2009)
- 3.2.2.3-60 **Specifications, Drawings, and Material Offers** (March 2009)
- 3.2.2.3-61 **Responsibility of the Architect-Engineer Contractor** (July 2004)
- 3.2.2.3-64 **Dismantling and Demolishing of Property** (July 2004)
- 3.2.2.3-65 **Use of Explosives** (July 2004)
- 3.2.2.3-66 **Contractor's Daily Log** (July 2004)
- 3.2.2.3-67 **Special Precautions for Work at Operating Airports** (July 2004)
- 3.2.2.3-68 **Safety and Health** (July 2004)
- 3.2.2.3-69 **Subcontracts - Construction** (July 2004)
- 3.2.2.3-69 **Alternate I Subcontracts - Construction** (July 2004)
- 3.2.2.3-73 **Shipping Spare Parts** (March 2009)
- 3.2.2.3-74 **Site And Depot Level Spare Parts** (July 2004)

- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 2010)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-2 Payments under Fixed-Price Construction Contracts (April 1996)**
- 3.3.1-19 Prompt Payment for Construction Contracts (September 2009)**
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (March 2009)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-5 Payment Bond Requirements (April 1996)**
- 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)**

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR) at the time of submission of offer.

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

#### **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)**

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

#### **3.6.1-12 Notice of Service-Disabled Veteran Owned Small Business Set-Aside (October 2011)**

(a) Definition. "Service-disabled veteran-owned small business concern"

(1) Means a small business concern"

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if:

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;

(3) The joint venture is designated as a SDVOSB by the Department of Veterans Affairs;

(4) The joint venture meets the Affiliation requirements of AMS; and

(5) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the NAICS size standard requirements to receive a benefit under this program.

3.6.2-39 **Trafficking in Persons** (January 2008)

3.6.2-44 **Notification of Employee Rights Under the National Labor Relations Act** (January 2012)

3.6.3-3 **Hazardous Material Identification and Material Safety Data** (April 2009)

3.6.3-13 **Recycle Content and Environmentally Preferable Products** (April 2009)

3.6.3-14 **Use Of Environmentally Preferable Products** (April 2009)

3.6.3-16 **Drug Free Workplace** (March 2009)

3.6.3-17 **Efficiency in Energy-Using Products** (April 2008)

3.6.3-19 **Affirmative Procurement of Biobased Products Under Service and Construction**

**Contracts** (July 2010)

3.6.3-20 **Alternate I IEEE 1680 Standard for the Environmental Assessment of Personal**

**Computers** (January 2011)

3.6.4-5 **Buy American - Steel and Manufactured Products** (July 2010)

3.6.4-6 **Balance of Payments Program** (May 1997)

3.6.4-8 **Buy American Act - NAFTA Implementation Act - Balance of Payments Program**

(January 2011)

3.6.4-10 **Restrictions on Certain Foreign Purchases** (January 2010)

3.6.4-11 **Inconsistency Between English Version and Translation of Contract** (April 1996)

3.6.4-14 **Balance of Payments Program-Construction Materials-NAFTA** (July 1996)

3.7-1 **Privacy Act Notification** (October 1996)

3.7-2 **Privacy Act** (May 1997)

3.9.1-1 **Contract Disputes** (October 2011)

3.9.1-2 **Protest After Award** (August 1997)

3.10.1-1 **Notice of Intent To Disallow Costs** (April 1996)

3.10.1-3 **Penalties for Unallowable Costs** (October 1996)

3.10.1-4 **FOB Origin - Government Bills of Lading or Prepaid Postage** (April 1996)

3.10.1-7 **Bankruptcy** (April 1996)

3.10.1-8 **Suspension of Work** (September 1998)

3.10.1-15 **Changes-Construction, Dismantling, Demolition, or Removal of Improvements** (July 1996)

3.10.1-16 **Changes and Changed Conditions** (April 1996)

3.10.1-25 **Novation and Change-Of-Name Agreements** (October 2007)

3.10.1-26 **Contractor Performance Assessment Reporting System** (July 2011)

3.10.2-1 **Subcontracts (Fixed-Price Contracts)** (April 1996)

3.10.2-6 **Subcontracts for Commercial Items and Commercial Components** (April 1996)

3.10.3-1 **Definitions** (April 2004)

3.10.3-2 **Government Property - Basic Clause** (April 2004)

3.10.3-2 **Alternate I Government Property - Basic Clause** (April 2004)

3.10.4-19 **Government Industry Data Exchange Program (GIDEP)** (January 2002)

3.10.4-23 **Contractor and Subcontractor Compliance with Fastener Act** (November 1997)

3.10.6-6 **Default (Fixed Price Construction)** (October 1996)

3.13-5 **Seat Belt Use by Contractor Employees** (October 2001)

3.13-10 **Contractor Attendance at FAA Sponsored Training** (January 2003)

3.13-11 **Plain Language** (July 2006)



- 3.13-13 Contractor Policy to Ban Text Messaging While Driving (January 2011)
- 3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards (April 2011)
- 3.14-1 Alternate II Security Requirements - Classified Contracts (October 2010)
- 3.14-3 Foreign Nationals as Contractor Employees (April 2008)
- 3.14-5 Sensitive Unclassified Information (SUI) (July 2008)
- 3.17-3 Whistleblower Protections under the American Recovery and Reinvestment Act (July 2010)

**3.2.2.3-37 Notification of Ownership Changes (July 2004)**

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the Contracting Officer (CO) access to the records on request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and
- (4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

**3.2.2.3-39 Requirements for Certified Cost or Pricing Data or Other Information -Modifications (July 2010)**

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

- (1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
- (2) For non-certified current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:
  - (i) Information on an exception you received on earlier or repetitive acquisitions;
  - (ii) Catalog price information including:
    - (A) A dated catalog with the prices;
    - (B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.



(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

#### CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [\*] are accurate, complete, and current as of [ ]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution [\*\*\* \_\_\_\_\_]

\*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

\*\* Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

\*\*\* Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

#### 3.2.2.3-41 Performing Work (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least \_\_\_\_\_ percent [Contracting Officer (CO) insert percent] of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

#### 3.2.2.3-44 Physical Data (July 2004)

Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The descriptions of physical conditions on the drawings and in the specifications are the result of site investigations by \_\_\_\_\_ [CO insert a description of investigation methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Other relevant information \_\_\_\_\_ [CO insert other pertinent information such as weather and transportation].

### **3.2.2.3-50 Alternate I Property Protection (July 2009)**

(h) Managing and disposing of hazardous wastes and materials may expose the Contractor (you) and FAA (we) to short- and long-term liabilities. To reduce these possible liabilities you must be fully aware of the hazards and regulatory requirements associated with the hazardous materials involved in this project. You must use qualified personnel to handle and transport hazardous materials.

(i) Before commencing work, you must:

(1) Do an environmental assessment of the work the contract requires, identifying tasks which involve using, handling or transporting hazardous materials or wastes. The following work items are known to involve such substances: \_\_\_\_\_ [Contracting Officer (CO) list items here]

(2) Submit an environmental plan identifying and dealing with each specific task involving the wastes. The plan must be specific enough to demonstrate a thorough understanding of the environmental risks and the appropriate method for dealing with them. The plan must also list the required permits and reference the regulations that govern the activities needed to deal with the materials or wastes.

(3) Meet with the CO's representatives during the preconstruction conference to discuss and to develop a mutual understanding on implementing the plan.

(4) The CO may require other tasks to be added to the plan. If the CO considers your planned methods for dealing with the risks insufficient, the CO may require you to revise the plan. Work involving hazardous materials or wastes must not start until we have approved your plan. Our review of your plan does not relieve you of liability for environmental law and regulatory compliance.

### **3.2.2.3-60 Alternate I Specifications, Drawings, and Material Offers (March 2009)**

(k) When you finish the work under this contract, you must provide \_\_\_\_\_ [CO insert number] complete reproducible sets of all shop drawings as we finally approve them. These drawings must show all changes and revisions made up to the time you finish the work and we accept it.

### **3.2.2.3-68 Alternate I Safety and Health (July 2004)**

(a) Before beginning work, the Contractor (you) must:

(1) Perform a hazards analysis of the work specified in this contract. Consider both the site and adjacent conditions. Identify all significant hazards. Some of the hazards you might encounter are \_\_\_\_\_ [Contracting Officer (CO) list possible hazards]

(2) Submit a safety plan for dealing with each specific hazard identified, whether you or FAA identified it.

(3) Meet with the CO's representatives during the preconstruction conference to discuss and to develop a mutual understanding about the content and implementation of the plan.

(4) The CO or her or his representatives may require other hazards to be added to the plan. If the CO determines that your planned hazard avoidance measures are insufficient, the CO or a designated representative may require you to revise the plan. You may not begin work involving identified hazards unless you have submitted adequate plans to the CO and the CO has reviewed them. This approval does not relieve you of your liability for safe performance.

### **3.2.2.3-71 Commencement, Prosecution, and Completion of Work (July 2004)**

The Contractor (you) must

- (a) begin work under this contract within \_\_\_\_\_ [Contracting Officer (CO) insert number] calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than \_\_\_\_\_ [CO insert date]. The time allowed for completion must include final cleanup of the premises.

### **3.2.2.3-71 Alternate I Starting, Performing and Completing Work (July 2004)**

- (d) The completion date assumes that the successful offeror will receive the notice to proceed by \_\_\_\_\_ [Contracting Officer insert date]. The CO will extend the completion date by the number of calendar days after the above date that you receive the notice to proceed, except to the extent that the delay in issuing the notice to proceed results from your failure to execute the contract and give the required performance and payment bonds to FAA within the time specified.

### **3.3.1-33 Central Contractor Registration (January 2008)**

- (a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.6.3-6 Notice of Radioactive Materials (July 2008)**

(a) The Contractor must notify the Contracting Officer or designee, in writing, \_\_\_\_\_ days prior to the delivery of, or prior to completion of any servicing required by this contract, of items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice must specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request must --

(1) Be submitted in writing;

(2) Contain a certification that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government must be clearly marked and Labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), must be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

**3.6.3-12 Asbestos - Free Construction (April 2009)**

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

**3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)**

Substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Silver registered or higher. Silver is the second level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

**3.6.4-3 Buy American Act - Construction Materials (October 2011)**

(a) The Buy American Act (41 U.S.C. 10) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic construction material. The restrictions of the Buy American Act do not apply when FAA determines use of a particular domestic construction material: (i) would unreasonably increase the cost; (ii) would be impracticable; or (iii) is not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality. This restriction also does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

(2) "Construction material," as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

(3) "Domestic construction material," as used in this clause, means (i) an unmanufactured construction material mined or produced in the United States, or (ii) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable shall be treated as domestic.

(c) The Contractor agrees that only domestic construction material must be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

(d) Request for determination of inapplicability of the Buy American Act:

(1) Any Contractor request to use foreign construction material in accordance with paragraph(a) of this clause must include adequate information for Government evaluation of the request, including:

(i) A description of the foreign and domestic construction materials;

(ii) Unit of measure;

(iii) Quantity;

(iv) Price;

(v) Time of delivery or availability;

(vi) Location of the construction project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (a) of this clause.

A request based on unreasonable cost must include a reasonable survey of the market and a completed price comparison table in the format of paragraph (4) below.

The price of construction material must include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

Any Contractor request for a determination submitted after contract award must explain why the Contractor could not reasonably have foreseen the need for such a determination and could not have requested the determination before contract award. If the Contractor does not provide a satisfactory explanation, the Contracting Officer need not make a favorable determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act



(4) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor must include the following information and any applicable supporting data based on the survey of suppliers:

#### FOREIGN AND DOMESTIC MATERIAL PRICE COMPARISON

Construction Material Unit of Measure Quantity Price(\$)\*

##### Item 1

Foreign Construction Material \_\_\_\_\_

Domestic Construction Material \_\_\_\_\_

##### Item 2

Foreign Construction Material \_\_\_\_\_

Domestic Construction Material \_\_\_\_\_

(List name, address, phone number, and contact for supplier surveyed. Attach copy of response, if oral, attach summary)

\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

#### **3.10.2-1 Alternate I Subcontracts (Fixed-Price Contracts) (April 1996)**

If the Contracting Officer elects to delete the requirement for advance notification of, or consent to, any subcontracts that were evaluated during negotiations (this election is not authorized for acquisition of major systems and subsystems or their components), add the following paragraph (i) to the basic clause:

(i) Paragraphs (b) and (c) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: \_\_\_\_\_ [list subcontracts]

#### **3.13-1 Approval of Contract (October 2001)**

This contract is subject to the written approval of [identify title of designated agency official here] and shall not be binding until so approved.

#### **3.14-1 Security Requirements - Classified Contracts (July 2002)**

(a) This clause applies to the extent that this contract involves access to information that is classified as "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with the requirements in (1) the Contract Security Classification Specification (DD Form 254) included in the current edition of the National Industrial Security Operating Manual (DOD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at an FAA owned or FAA leased facility, it shall comply with the security requirements of the FAA.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.



(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

### **3.14-2 Contractor Personnel Suitability Requirements (January 2011)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov)). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password. The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

**Headquarters Contracts:**

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

**Regional and Center Contracts:**

[CO insert appropriate Regional or Center information here or enter "none" if not applicable]

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (October 2010)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

### **3.17-1 American Recovery and Reinvestment Act-Reporting Requirements (July 2010)**

(a) Definitions. For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors). These FAQs are also linked under <http://www.FederalReporting.gov>.

(b) This contract requires products and services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract.

(c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor must review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports must be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor must submit its final report, see

[http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

NOTE: In addition to the quarterly FederalReporting.gov reporting requirements in (c) above, the contractor must compile monthly jobs data to the FAA in MS Excel format and must send via email to: 9-AJF-CWP-StimulusTracking@faa.gov. Forms and form instructions will be provided by the FAA Capital Program Formulation Group (AJF-25).

(d) The Contractor must report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov).

(1) the Government contract or order number.

(2) the amount of recovery funds invoiced by the contractor, cumulative since the beginning of the contract;

(3) a detailed list of all services performed or supplies delivered for which the contractor has invoiced, including -

(i) project title, if any;

(ii) a description of the overall purpose and expected outcomes or results of the contract

(iii) an assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50% completed, completed 50% or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(iv) a narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor must provide:

(A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(B) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

(4) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded if -

(i) in the contractor's preceding fiscal year, the contractor received-

(A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(5) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000, the Contractor must require the subcontractor to provide the information described in paragraphs (d)(1)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor must advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor must provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and of the subcontractor's parent company, if any.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System code.

(vi) Funding agency.

(vii) A description of the product or service to be provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor physical address including street address, city, state and nine-digit zip code and congressional district if in the United States.

(x) Subcontract primary performance location including street address, city, state and nine-digit zip code and congressional district if in the United States.

(xi) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the subcontract is awarded if -

(A) in the subcontractor's preceding fiscal year, the subcontractor received -

- (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
- (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
- (B) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor must provide:
  - (A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

**3.17-2 Authority of the Inspector General and Comptroller General Relating to Contracts Using American Recovery and Reinvestment Act Funding (April 2009)**

In addition to any other existing authority the Department of Transportation Inspector General or the Comptroller General has, the Inspector General and Comptroller General are further authorized--

- (a) to examine any records of the contractor or any of its subcontractors that pertain to, and involve transactions relating to, the contract or subcontract; and
- (b) to interview any officer or employee of the contractor or subcontractor.



**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

- J001. Technical Specifications/Statement of Work.** You must download a copy of the technical specifications and drawings from the FAA Contract Opportunities website: <http://faaco.faa.gov>. Select "Current Announcements" from left-side menu, then enter the RFO number in the "By Keyword" search field (DTFAWN-12-R-00036), and select the resulting hyperlink. At the next web page, download the wage rate, technical specification and drawings files by selecting the appropriate attachment hyperlinks. RDM ATCT Gate Specifications.pdf
- J002. Drawings.** rdm-807196-c001.pdf, rdm-807196-c002.pdf, rdm-807196-c003.pdf, rdm-807196-e001.pdf, rdm-807196-e002.pdf, rdm-807196-e003.pdf, rdm-807196-g001.pdf, rdm-807196-s001.pdf (Available as described above)
- J003. Davis Bacon Act Wage Determination GENERAL DECISION:** OR120025 01/13/2012 OR25 (DeschutesORDavis Bacon.pdf) (Available as described above)



**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1      Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.2.2.3-3      Affiliated Offerors (July 2004)**

**3.2.2.3-81      Prohibition Against Contracting with Inverted Domestic Corporations-Representation (January 2010)**

**3.2.5-2      Independent Price Determination (October 1996)**

**3.6.3-4      Recovered Material Certification (April 2009)**

**3.6.3-18      Biobased Product Certification (July 2010)**

**3.2.2.3-2      Minimum Offer Acceptance Period (July 2004)**

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of \_\_\_\_\_ calendar days [the CO should insert the number of days].

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

**3.2.2.3-10      Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_  
(country)

### **3.2.2.3-23 Place of Performance (July 2004)**

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance      Street:  
   City:  
   State:  
   Zip Code:

Name of owner and operator, if other than the owner

### **3.2.2.3-35 Annual Representations and Certifications (July 2004)**

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated \_\_\_\_\_ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

### **3.2.2.3-70 Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

**3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that
- (i) The Offeror and/or any of its Principals-
- A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)
- (i)(B) of this provision.
- (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a

judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

### 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**3.6.3-5 Estimate of Percentage of Recovered Material for Designated Items to be Used in the Performance of the Contract (April 2009)**

(a) Definitions. As used in this clause:

(1) "Post consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is a part of the broader category of "recovered material content."

(2) "Recovered material content" means waste materials and by-products which have been recovered or diverted from solid waste including post consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) By signing this offer, the offeror estimates that the total percentage(s) of recovered material for EPA-designated Items (see 40 CFR Part 247) delivered and/or to be used in the products and services provided under the terms and specifications set forth in this screening information request must be as follows:

Item Estimated percentage  
of recovered material content\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*In addition, for paper products, include the percentage of post consumer material.

(c) Prospective offerors are cautioned that the Government will conclude that the percentage(s) of recovered material content delivered and/or to be used in products and services provided under any resulting contract will be '0%' if the estimate(s) requested in this solicitation provision are left blank.

(d) Prospective offerors are further cautioned that estimated percentage(s) of recovered material content to be delivered and/or to be used in products and services provided under any resulting contract that are less than the requirements set forth in this solicitation may render a prospective offeror's offer as nonresponsive.

**3.6.3-5 Alternate I Estimate of Percentage of Recovered Material for Designated Items to be Used in the Performance of the Contract (July 2008)**

Substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) By signing this offer, the offeror estimates that the total percentage(s) of recovered material content for FAA Designated Items to be delivered and/or used in the products and services to be provided under the terms and specifications set forth in this solicitation must be as follows:

Item Estimated percentage  
of recovered material content\*

\_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\*In addition, for paper products include the percentage of post-consumer material.

**3.6.3-5 Alternate II Estimate of Percentage of Recovered Material for Designated Items to be Used in the Performance of the Contract (July 2008)**

Substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) By signing this offer, the offeror"

(1) Estimates that the total percentage(s) of recovered material content for EPA Designated Items (see 40 CFR, Chapter 1, Subchapter I) and FAA designated items to be delivered and/or to be used in the products and services provided under the terms and specifications set forth in this solicitation will be as follows:

Item Estimated percentage  
 of recovered material content\*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\*In addition, for paper products, include the percentage of post-consumer material.

**3.6.4-18 Certification Regarding Steel and Manufactured Products (April 2009)**

In accordance with 49 USC Section 50101, the offeror/contractor certifies that:

[Check one]

\_\_\_ The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement)

\_\_\_ The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States

**3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)**

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

**BUSINESS DECLARATION**

1. Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number: \_\_\_\_\_
4. a. Name of Person Making Declaration: \_\_\_\_\_  
 b. Telephone Number of Person Making Declaration: \_\_\_\_\_  
 c. Position Held in the Company: \_\_\_\_\_
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority: \_\_\_\_\_)
7. Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees: \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                         |                            |
|-------------------------|----------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts: _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts: _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts: _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS  
 CONCERNING**

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_  
 c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_



## PART IV - SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### 3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-6 Submittals in the English Language (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-15 Authorized Negotiators (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.2.3-31 Facilities Capital Cost of Money (July 2004)
- 3.2.2.3-72 Announcing Competing Offerors (July 2004)
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

### 3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: fax, and e-mail. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to [michelle.gunia@faa.gov](mailto:michelle.gunia@faa.gov) or fax to 425-227-1055 Attn: Michelle Gunia.

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

### 3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**3.2.2.3-38 Requirements for Certified Cost or Pricing Data or Other Information (July 2010)**

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Certified Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

**3.2.2.3-63 Site Visit (Construction) (July 2004)**

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**3.9.1-3 Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L001. Submission Of Offer. An Offeror shall submit an offer which shall include the following.

1) Technical Proposal, see Section M for details. It shall include:

- a) Past performance
- b) Qualifications of key personnel

2) Business Proposal. NOTE: The business proposal shall be a physically separate document and not be combined with the technical proposal. It shall include:

- a) Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.
- b) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- e) Part IV, Section K, Business Declaration Form

L002. Submission Date And Place: The due date for receipt of offers is MAY 21 2010 at 4:00 PM, local time. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to :

FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH  
ATTN: MICHELLE GUNIA, AAQ-530  
1601 LIND AVENUE S.W.  
RENTON, WA 98057

L003. Hand Carried Offers, Modifications, And Withdrawals: HAND-CARRIED offers, modifications or withdrawals of offers, and modifications or withdrawals of bids, HAND DELIVERED by other types of express mail services (Commercial Carrier, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) SHALL be HAND DELIVERED to:

FEDERAL AVIATION ADMINISTRATION  
CUSTOMER SERVICE CENTER (FIRST FLOOR)  
ACQUISITION MANAGEMENT BRANCH  
ATTN: MICHELLE GUNIA, AAQ-530  
1601 LIND AVENUE S.W.  
RENTON, WA 98057

## PART IV - SECTION M EVALUATION FACTORS FOR AWARD

### 3.1-1      **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

### 3.2.2.3-34      **Evaluating Offers for Multiple Awards** (July 2004)

**M001. Evaluation Factors For Award:** Prospective offerors are required to submit a technical and business proposal as discussed herein. The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents the best value to the Government. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc. The Government may reject any and all proposals and waive informalities or irregularities in proposals. The Government is seeking the best combination of technical attributes and price, and will consider strengths and weaknesses of the various "acceptable" technical proposals, based upon responses to this RFO. Thus, a contractor with a stronger technical proposal and higher price may be awarded the contract over a contractor with a weaker technical proposal and lower price. Proposals will be technically evaluated as either "acceptable" or "not acceptable" on the basis of the following criteria.

Technical Evaluation Criteria (details in M004, below):

- a) Past performance
- b) Qualifications of key personnel

**M002. Proposal Content:** A prospective offeror must submit a complete technical and business proposal, which will encompass, but is not limited to, the content specified herein. All technical and business proposal areas must be fully addressed. The offeror should ensure (1) that the submissions required are complete and accurate and (2) that the proposal presents the best pricing available. A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. The Government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical and business proposals, and which may be related to performance periods beyond the last three (3) years.

**M003. Tiered Evaluation Of Proposals:** A tiered evaluation of offers will be used in this source selection. The FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible, small business concerns were received. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier until award can be made. All responsible, competitive offers in a single tier will be considered equally for award. The tiered order of precedence for considering offers is (from first to last):

- a) 8a Registered business (SBA issued certification is required)
- b) Service-disabled veteran owned small businesses (SDVOSB)
- c) Small businesses and responsible, competitive offers from previous tiers.
- d) Other-than small businesses and responsible, competitive offers from previous tiers.

**M004. Technical Evaluation Criteria.**

**Criteria #1: Past Performance.** Provide related experience. Be specific and provide details for each project such as:

- Project title, description, contract number
- Dollar value
- Customer name, address, phone number, and contact person
- Scope of work or type of work performed
- Performance period; dates and number of calendar days
- Any contractual issues or technical matters disputed, and resolution thereof
- Any claims and resolution thereof (i.e., nature, number, dollar value)
- Any information that would reflect on the offeror's ability to meet schedule constraints

**Criteria #2: Qualifications of key personnel.** Identify key personnel assigned to this project. Provide resume information including pertinent data related to years of experience, employment history, education, training, accomplishments, licenses, certificates, etc.

**M005. Consideration of Price Evaluation Criteria:** The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government is seeking the best combination of technical attributes and price, and will consider strengths and weaknesses of the various "acceptable" technical proposals, based upon responses to this RFO. Thus, a contractor with a stronger technical proposal and higher price may be awarded the contract over a contractor with a weaker technical proposal and lower price.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

**M006. Submission Of Proposal.** Directions for submitting proposal: See Part IV, Section L.